

The Little Traverse Bay Bands of Odawa Indians
Tribal Council Meeting
Tribal Council Chambers
7500 Odawa Circle
Harbor Springs, MI 49740
February 2, 2014

Closed Session: yes

Meeting was called to order at: 9:14 a.m.

Opening Ceremony: Emily Proctor

Council Present: Legislative Leader Regina Gasco Bentley, Treasurer Marcella Reyes, Secretary Julia Shananaquet, Councilor Bill A. Denemy, Councilor Beatrice A. Law, Councilor Michael Naganashe, Councilor Aaron Otto

Absent: Councilor Winnay Wemigwase, Councilor John Keshick III

Legislative Office Staff Present: Legislative Services Attorney Donna Budnick, Legislative Office Manager Michele LaCount, Treasury Director Michael Garrow, General Counsel James Bransky

Executive Officials and Staff Present: Tribal Chairman Fred Kiogima, Vice-Chair Deb DeLeon, Executive Services Attorney Diane Vitols, Youth Coordinator Kristy Dayson, Natural Resource Department Director Douglas Craven

Public: Kristy Dayson, Emily Proctor, Sarah Schilling, Jamie Dayson, Christina Dewey, Kenny Dewey, Annette VanDeCar, William Denemy, Arlene Naganashe, James Naganashe, Weengush Craven, Waaset Wemigwase, Bill I. Denemy, Michael Smith, Tammy Okuly, Vicky Kelley, Regina Brubaker Carver, Brian Carver, Josephine Laughlin, Blayne Bott

Invited Guests: Fredericks and Peebles Tim Kincaid (teleconference call); Odawa Casino Resort: General Manager David Wolf, Finance Director Roger Borton, Human Resource Director Melissa Richards, Marketing Director Karyann Waukazoo, Director of Property Operations Barry Laughlin, Associate Hospitality Director Henry Rowland, Dennis Shananaquet, and Director of Table Games Shane Robertson; MSU Extension: Barb Smutek, Michelle Walk; Odawa Economic Development Management, Inc.: Alan Proctor, Bryan Gillett

9:30 a.m. Councilor Wemigwase arrives.

Motion made by Secretary Shananaquet and supported by Councilor Denemy to adopt the agenda for February 2, 2014 as amended.

Vote: 8 - Yes, 0 - No, 0 - Abstained, 1- Absent (Councilor Keshick)

Motion carried.

Motion made by Councilor Denemy and supported by Councilor Wemigwase to approve the minutes of January 19, 2014 as presented.

Vote: 8 - Yes, 0 - No, 0 - Abstained, 1- Absent (Councilor Keshick)

Motion carried.

10:00 a.m. Elder comments: No comments at this time.

10:05 a.m. – 10:20 a.m. Fredericks and Peebles Tim Kincaid – Telephone Conference regarding Tribal Resolution and Loan Document for Bond Refinancing.

10:27 a.m. – 10:53 a.m. Odawa Casino Resort 2013 4th Quarter Report Presentation by the Odawa Casino Resort Staff.

10:40 a.m. Motion made by Councilor Wemigwase and supported by Councilor Law to go into closed session confidential business matters.

Vote: 8 - Yes, 0 - No, 0 - Abstained, 1- Absent (Councilor Keshick)

Motion carried.

10:50 a.m. Motion made by Councilor Law and supported by Councilor Wemigwase to return to open session.

Vote: 8 - Yes, 0 - No, 0 - Abstained, 1- Absent (Councilor Keshick)

Motion carried.

Motion made by Councilor Law and supported by Councilor Wemigwase to accept the Odawa Casino Resort 2013 4th Quarter report as presented by the Gaming Authority Committee for February 2, 2014.

Vote: 8 - Yes, 0 - No, 0 - Abstained, 1- Absent (Councilor Keshick)

Motion carried.

10:54 a.m. Recess called.

11:09 a.m. Meeting reconvened.

11:11a.m. Interview: Odawa Economic Development Management, Inc. Corporate Charter Board – Bryan Gillett.

Motion made by Councilor Law and supported by Councilor Denemy to assign Bryan Gillett to the Odawa Economic Development Management, Inc. for a 3-yr term.

Vote: 8 - Yes, 0 - No, 0 - Abstained, 1- Absent (Councilor Keshick)

Motion carried.

Motion made by Councilor Law and supported by Councilor Denemy to acknowledge receipt the Odawa Economic Development Management, Inc.



verbal and written 2013 4th quarter report for February 2, 2014 as presented by Alan Proctor and Bryan Gillett.

Vote: 8 - Yes, 0 - No, 0 - Abstained, 1- Absent (Councilor Keshick)

Motion carried.

Elder Comment opened:

- Bill I. Denemy commented on confusion as to what the difference is between the Elder Association and the Elder's the Advisory Board.
- Arlene Naganashe spoke regarding the burden of offices not being able to work together and hopes the Tribe does not lose sight and vision of the Tribe's promise and responsibility to our Citizens.

Motion made by Secretary Shananaquet and supported by Councilor Wemigwase to accept Legislative Leader Gasco Bentley verbal report for February 2, 2014.

Vote: 8 - Yes, 0 - No, 0 - Abstained, 1- Absent (Councilor Keshick)

Motion carried.

11:56 Public Comment open.

11:56 Public Comment closed.

Secretary Report:

The following Tribal Council approved/adopted documents were delivered to the Executive:

- Approved Certified Motion # 011914-01 Request for Funding from the United States Department of Justice, Office on Violence Against Women (OVW), Fiscal Year 2014 Justice for Families Program, Little Traverse Bay Bands of Odawa Indians Justice for Families Program.
- Approved Certified Motion # 011914-02 Request for Funding from the Frey Foundation Repatriation, Archives and Records Department Cultural Collections Expansion and Improvement.
- Approved Certified Motion # 011914-03 Request for Funding from the Rotary Club of Petoskey's Rotary Park Grant Repatriation, Archives and Records Department Cultural Collections Expansion and Improvement.
- Tribal Resolution 120813-01 Funding for Traditional Burial Grounds Board in the Amount of \$40,000.00 for Fiscal Year 2014 to come from Prior Period Funds (Delivered to the Executive office 010614, due back on 02/05/14 if not sooner or if expressly vetoed).

- Tribal Resolution 011914-01 Rescission and Repeal of Outdated Resolutions for the year of 2006 (Delivered to the Executive office 012014, due back on 02/19/14 if not sooner or if expressly vetoed).
- Tribal Resolution 011914-02 Rescission and Repeal of Resolutions for Grant Funding for the Year of 2006 (Delivered to the Executive office 012014, due back on 02/19/14 if not sooner or if expressly vetoed).
- Waganakising Odawak Statute Amendment to W.O.S. 2012-018 Succession Plan for Officers of Tribal Council (Delivered to the Executive office 012014, due back on 02/19/14 if not sooner or if expressly vetoed).
- Waganakising Odawak Statute Contracts (Delivered to the Executive office 012414, due back on 02/23/14 if not sooner or if expressly vetoed).
- Waganakising Odawak Statute # 2014-001 Tribal Treasurer Responsibilities (Executive Signed 012314).
- Letter to Mackinaw Village President dated January 19, 2014. Received a response letter from Mackinaw Village.
- Vetoes: No vetoed documents to report.
- Phone Polls: To Approve Certified Motion 012714-01 Approve the grant agreement with Enterprise Community Partners, Inc. to implement grant #13SG3184 including the limited waiver of sovereign immunity.
The phone poll passed: 9-Yes, 0-No, 0-Abstain, 0-Absent.

Motion made by Treasurer Reyes and supported by Councilor Denemy to accept Secretary Shananaquet's verbal report for February 2, 2014.
Vote: 8 - Yes, 0 - No, 0 - Abstained, 1- Absent (Councilor Keshick)
Motion carried.

12:02 p.m. Lunch recess called.

12:32 p.m. - 1:45 p.m. Meeting resumes with Midwest Intertribal Agricultural Council Technical Specialist Daniel Cornelius presentation and question/answer session.

1:45 p.m. Break.

1:52 p.m. Meeting resumes.

Motion made by Secretary Shananaquet and supported by Councilor Naganashe to accept Treasurer Reyes verbal report for February 2, 2014.
Vote: 7- Yes, 0-No, 0-Abstained, 2- Absent (Councilor Keshick, Councilor Law)
Motion carried.

LTBB TRIBAL COUNCIL PHONE POLL

Reason for Phone Poll: To Approve Certified Motion 012714-01 Approve the grant agreement with Enterprise Community Partners, Inc. to implement grant #13SG3184 including the limited waiver of sovereign immunity.

Authorization: Legislative Leader Regina Gasco Bentley
Phone Poll Conducted by: Legislative Administrative Assistant Michael Smith

Council Members:

John Keshick III	Yes	<u>X</u>	No	_____	Date/Time Called: _____
					# of attempts: _____
Bill A. Denemy	Yes	<u>X</u>	No	_____	Date/Time Called: _____
					# of attempts: _____
Winnay Wemigwase	Yes	<u>X</u>	No	_____	Date/Time Called: _____
					# of attempts: _____
Aaron Otto	Yes	<u>X</u>	No	_____	Date/Time Called: _____
					# of attempts: _____
Michael Naganashe	Yes	<u>X</u>	No	_____	Date/Time Called: _____
					# of attempts: _____
Beatrice A. Law	Yes	<u>X</u>	No	_____	Date/Time Called: _____
					# of attempts: _____
Marcella Reyes	Yes	<u>X</u>	No	_____	Date/Time Called: _____
					# of attempts: _____
Julie Shananaquet	Yes	<u>X</u>	No	_____	Date/Time Called: _____
					# of attempts: _____
Regina Bentley	Yes	<u>X</u>	No	_____	Date/Time Called: _____
					# of attempts: _____

Phone Poll Vote:

VOTE: 9 Yes 0 No 0 Abstained 0 Absent

Comments:

John Keshick III _____

Bill A. Denemy _____

Winnay Wemigwase _____

Aaron Otto _____

Michael Naganashe _____

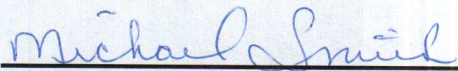
Beatrice A. Law _____

Marcella Reyes _____

Julie Shananaquet _____

Regina Bentley _____

The Legislative Office Manager or Administrative Assistance in accordance with policy certifies the results of this Phone Poll and that the results of the phone poll were sent via e-mail to Tribal Council:



Michael Smith Legislative Branch Admin Asst

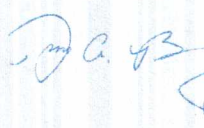
01-28-14

Date:

In accordance with the Tribal Council Phone Poll Policy approved on May 6, 2012, the action approved, the Tribal Council Member's vote, and the results of the vote of the phone poll shall be announced by the Secretary at the next meeting and recorded in the Minutes. The Legislative Office shall maintain the certified record of the phone poll on file.

MEMO

To: Tribal Council

From: James A. Bransky 

Date: January 13, 2014

Subject: Enterprise Community Partners, Inc.

As an organization providing nationwide services, including distributing HUD funds, Enterprise Community Partners, Inc. was not willing to change its boilerplate choice of law and jurisdiction language. Their legal team did agree to the addition of the highlighted first and last sentences. The first sentence would address LTBB's constitutional concerns, and the last sentence would insure that no Tribal resources beyond the funds actually provided under this grant could be put at risk.

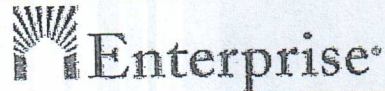
Governing Law

Grantee acknowledges that this grant award is taking place in the State of Maryland, and not within Grantee's Indian country. This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of Maryland, exclusive of its conflicts of law rules. Grantee agrees that any litigation shall be brought and prosecuted in any District or Circuit Court of Maryland, as appropriate, or Federal District Court, with venue in the United States Court for the District of Maryland, Baltimore Division and the Grantee consents to the in personam jurisdiction of such courts.

The Grantee irrevocably waives any objection to, and any right of immunity from, the jurisdiction of such courts or the execution of judgments resulting therefrom, on the grounds of venue or the convenience of the forum.

Provided, any monetary award against grantee cannot exceed the amount of funds actually provided to grantee under this grant.

Grant Agreement



Enterprise Community Partners, Inc.
70 Corporate Center
11000 Broken Land Parkway
Suite 700
Columbia, MD 21044
Main: 410-964-1230
Fax: 410-772-3057

Enterprise Contact: Ellyn Johnson
Phone: 303.376.5406
Email: ejohnson@enterprisecommunity.org

Grant #: 13SG3184
Type of Action: Award
Effective Date:
Grant Amount: \$50,000.00
Period of Performance: 08/01/2013 - 09/30/2014
Funder Name: U.S. Department of Housing and Urban
Development
Funder Agreement #: B-12-CB-MD-0001

Grantee Name and Address:

Little Traverse Bay Bands of Odawa Indians
7500 Odawa Circle
Harbor Springs, MI 49740
Main:

Contact Information:

Julie Kauppila
(231) 242-1560
jkauppila@ltbbodawa-nsn.org gov

Disbursement Details and Special Conditions *(in case of conflict between Special Conditions and the Standard Terms and Conditions, the Special Conditions shall control):*

All grantees are REQUIRED to have a DUNS number and be registered on the System for Award Management (SAM) website: www.sam.gov. Please ensure your registration in SAM remains active throughout the grant period of performance. Submit your DUNS number to osilesi@enterprisecommunity.org upon receipt.

Grantee agrees, as applicable, to comply with the requirements of the Federal Funding Accountability and Transparency Act (FFATA or Transparency Act) and provide the necessary information to enable Enterprise to comply with the FFATA reporting requirements. Details on the Transparency Act can be found at <http://www.fars.gov/>.

Enterprise Community Partners, Inc.
70 Corporate Center
11000 Broken Land Parkway
Suite 700
Columbia, MD 21044
Main: 410-964-1230
Fax: 410-772-3057

Grant #: 13SG3184
Type of Action: Award
Effective Date:
Grant Amount: \$50,000.00
Period of Performance: 08/01/2013 - 09/30/2014
Funder Name: U.S. Department of Housing and Urban
Development
Funder Agreement #: B-12-CB-MD-0001

This grant agreement sets forth the agreement between the parties and consists of the following documents which are attached and made a part hereof:

Exh A - Scope of Work; Exh B - Budget & Disbursement Forms; Exh C - Activity Report; Exh D - Production Tracker; Exh E - Close Out Documents; Federal Provisions; Match Certification; Standard Terms & Conditions; FFATA Form

This Grant Agreement also includes any modification(s) that may be subsequently executed by the parties.

By signing below, Little Traverse Bay Bands of Odawa Indians or his authorized representative hereby understands and agrees to the terms and conditions set forth in this agreement and the attached documents:

For: Little Traverse Bay Bands of Odawa Indians

Signature: _____

Name & Title: Albert Colby, Jr. Tribal Administrator

Date: _____

For: Enterprise Community Partners, Inc.

Signature: _____

Name & Title: Petra Montague, Vice President of Grants and Contracts Management Date: _____

FOR ENTERPRISE USE ONLY:

Grant Number: 13SG3184 Billing Code: 500130/CB16RW01

**Enterprise Community Partners
Federal Funding Accountability and Transparency Act Requirement**

Subawardee (Grantee) Information

1. Name of entity receiving award from Enterprise: Little Traverse Bay Bands of Odawa Indians
2. Unique identifier of the entity (DUNS Number): 120279864
3. Unique identifier of Parent company (DUNS Number) if applicable: _____
4. Are you registered in the System for Award Management (SAM)? ☒ Yes ☐ No
5. Is your registration in the SAM current? ☒ Yes ☐ No
6. Amount of the grant (obligated amount): \$50,000.00
7. Period of performance of grant: 08-01-2013 - 09-30-2014
8. Funding Agency: U.S. Department of Housing and Urban Development
9. North American Industry Classification (NAICS) code or Catalog of Federal Domestic Assistance (CFDA) program number: 14.252
10. Program source (The Funding Agency (ex. HUD)): HUD Section 4; B-12-CB-MD-0001
11. Award title description of the purpose of the funding action: Capacity Building for Community Development and Affordable Housing Grants
12. Subaward project description (not to exceed 4,000 characters including spaces): This grant will support staff, training and consultant fees for predevelopment activities and a strategic plan for a supportive housing project.
13. Full address of Location of Entity, including zip +4 digit: 7500 Odawa Circle, Harbor Springs, MI, 49740-9692
Congressional district: MI-001
14. Full address of Place of Performance, including zip +4 digit: 7500 Odawa Circle, Harbor Springs, MI, 49740-9692
Congressional district: MI-001
15. Total compensation and names of top executives: N/A

FOR ENTERPRISE USE ONLY:

Grant Number: 13SG3184 Billing Code: 500130/CB16RW01

In order to determine whether you are required to report executive compensation, answer the following questions:

A. In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this SAM record, represented by the DUNS number, belongs) received (1) 80% or more of your annual gross revenues in U.S. Federal contracts, subcontracts, loans, grants, Subgrant, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreement?:

☐ Yes ☒ No

B. Does the public have access to information about compensation of the executives in your business or organization (the legal entity to which this SAM record, represented by the DUNS number, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15U.S.C. 78m (a), 78o (d)) or section 6104 of the Internal Revenue Code of 1986?:

☐ Yes ☐ No ☒ N/A

If yes, please indicate where the compensation information of the executives can be found: _____

If no, please complete the following as applicable:

Subawardee **Names** and **Compensation** of the five top Highly Compensated Officers/Executives:

1. _____
2. _____
3. _____
4. _____
5. _____

I certify that the information provided above is current, accurate and complete

Signature: _____

Name & Title: Albert Colby, Jr. Tribal Administrator

Date: _____

STANDARD TERMS AND CONDITIONS FOR GRANT AGREEMENT

Purpose of Agreement

The purpose of this Agreement is to specify the terms and conditions under which Grantee will receive Grant Proceeds to enable Grantee to carry out the activities described in the Work Plan, which activities are in furtherance of Enterprise's exempt purposes, and set forth in Exhibit A.

Grant Proceeds Disbursements

Enterprise will disburse Grant Proceeds only after the Effective Date and after Grantee has properly completed, executed and delivered this Agreement to Enterprise. Grant Proceeds may be disbursed in one lump sum or disbursed in multiple disbursements over a period of time. Disbursement requests should be made allowing approximately thirty (30) business days for Grantee to receive the Grant Proceeds. If Grant Proceeds are disbursed over a period of time, Grantee must submit its final disbursement request to Enterprise within sixty (60) days of the expiration of the Period of Performance. Grantee shall also submit all required reports/documentation to Enterprise with final disbursement request or disbursement will be delayed or withheld.

Authorized Uses and Expenditures of Grant Proceeds

The Grant Proceeds are only to be used for the activities specified in the Work Plan and in accordance with the budget set forth in Exhibit B. If Grantee deviates from the Work Plan or any other provision in this Agreement, such deviation shall be at Grantee's risk. Any costs related to unauthorized work shall be borne by Grantee.

Grantee shall not expend more than the amount allocated for any category in the budget without Enterprise's prior written consent. However, Grantee is permitted to make minor transfers to line items (except for salary) within the budget aggregating up to and including 10% of the Grant Proceeds without the prior written consent of Enterprise. If Grantee incurs any costs prior to the Effective Date, Grantee shall not charge those costs against the Grant Proceeds without Enterprise's written consent.

Grantee agrees that Grant Proceeds will be used in compliance with all applicable anti-terrorist financing and asset control laws, regulations, rules and executive orders, including but not limited to, the USA Patriot Act of 2001 and Executive Order No. 13224.

Reports

Grantee shall provide progress reports that contain a comparison of actual accomplishments with the Work Plan's measurable outcomes. Progress reports should be in a narrative format with an in-depth discussion of the measurable outcomes that were achieved and how the outcomes were achieved. Within sixty (60) days of the expiration of the Period of Performance, Grantee shall provide a narrative final report summarizing all activities conducted under the Work Plan. The report should include significant program achievements and all problems encountered during the Period of Performance.

Inspection; Right to Audit/Record Retention

Grantee agrees that Enterprise may monitor, and conduct an evaluation of, project operations during the Period of Performance. This may include meetings with your staff to discuss projects and to review financial and other records connected with the activities financed by the Grant Proceeds. Grantee shall keep (a) accurate records documenting its performance of the Work Plan, and (b) a legible set of books of account in accordance with generally accepted accounting principles for a minimum of six (6) years after the expiration of the Period of Performance. Grantee agrees that the aforementioned records and books of account shall be open for inspection by Enterprise or its auditors.

Modifications and Amendments

Both parties may amend this Agreement so long as amendments that affect the rights and obligations of either party are executed by both parties, including, without limitation, the addition or deletion of a Work Plan activity or the alteration of existing approved activities, an extension of the Period of Performance, or a budget revision resulting in a change in the salary line or a transfer in the Budget of more than 10% of the Grant Proceeds. Administrative changes or corrections that do not affect the rights and obligations of Grantee may be made unilaterally by Enterprise with notice to, but without consent of Grantee.

Default and Remedies

If Grantee fails to comply with any terms in this Agreement Enterprise will notify Grantee of its breach and Grantee will have twenty (20) days from the date contained in the notice to cure the breach. A breach may include, without limitation, Grantee's failure to comply with the Work Plan, Grantee's unauthorized expenditure of the Grant Proceeds, or the default of any other grant or loan from Enterprise, its affiliates, subsidiaries, or supporting organizations to Grantee or its affiliates, subsidiaries, or supporting organizations. Concurrent with the aforementioned notice, Enterprise may suspend and withhold disbursements of Grant Proceeds until the Grantee satisfactorily cures the breach. In addition,

Enterprise may require and Grantee shall accept technical assistance which Enterprise deems necessary to complete the Work Plan.

Enterprise may immediately terminate this Agreement upon conclusion of the twenty (20) day period, if Grantee fails to cure the breach to the satisfaction of Enterprise. In the event of termination by Enterprise, Enterprise may demand repayment of all Grant Proceeds disbursed to Grantee. In addition to the rights and remedies contained in this Agreement, Enterprise may at any time proceed to protect and enforce all rights available to Enterprise by suit in equity, action at law or by any other appropriate proceedings, all of which rights and remedies shall survive the termination of this Agreement.

If Enterprise's grantor undertakes any action to terminate, suspend or limit Enterprises access to the Prime Grant or reduce the amount of the Prime Grant for any reason, Grantee agrees Enterprise may terminate this Agreement for convenience and that Enterprise's obligation to fund unfunded disbursement requests will cease.

Survival

This Agreement shall remain in effect until the last to occur of (a) the date that the Grant Proceeds have been disbursed;

- (b) the date that all reports and records due by Grantee to Enterprise have been submitted to and approved by Enterprise;
- (c) the date that there has been a closeout between Enterprise and Grantee of all issues arising out of the Grant Proceeds and this Agreement; or (d) if Grantee is in default and Enterprise decides not to terminate and requires that Grantee complete the Work Plan, the date that such Work Plan is completed.

Indemnification

The Grantee, intending to be legally bound, hereby expressly agrees and covenants to hold harmless and indemnify Enterprise, its directors, officers, agents and employees from and against any and all costs, liability, demands, claims, damage and expenses of any nature or any kind (including, but not limited to, indebtedness, penalties, fines, Enterprise's costs and reasonable legal fees) incurred in connection with this Grant or that arise out of any act or omission of the Grantee or of any of its employees or agents.

Conflicts of Interest

Except for approved eligible administrative and personnel costs shown in the budget, none of Grantee's designees, agents, members, officers, employees, consultants or members of its governing body or any local governmental authority exercising jurisdiction over the Grant Proceeds, and no other public official of Grantee or such authority or authorities who exercise or has exercised any functions or responsibilities with respect to the Grant Proceeds during such person's tenure, or who is in a position to participate in a decision-making process or gain inside information with regard to the Grant Proceeds, has or shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Grant Proceeds, or in any activity, or benefit therefrom, which is part of the Work Plan at any time during or after such person's tenure.

Governing Law

Grantee acknowledges that this grant award is taking place in the state of Maryland, and not within Grantee's Indian country. This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of Maryland, exclusive of its conflicts of law rules. Grantee agrees that any litigation shall be brought and prosecuted in any District or Circuit Court of Maryland, as appropriate, or Federal District Court, with venue in the United States Court for the District of Maryland, Baltimore Division and the Grantee consents to the in personam jurisdiction of such courts.

The Grantee irrevocably waives any objection to, and any right of immunity from, the jurisdiction of such courts or the execution of judgments resulting therefrom, on the grounds of venue or the convenience of the forum.

Provided, any monetary award against grantee cannot exceed the amount of funds actually provided to Grantee under this grant.

Non waiver

The failure of Enterprise in any instance to insist upon a strict performance of the terms of this Agreement or to exercise any option hereunder shall not be construed as a waiver or relinquishment for the future of such term or option from exercising any such right, power or remedy upon default at any later time or times,

Personal Information Protection

The Grantee represents that it has implemented and maintains reasonable security procedures and practices that are: (i) appropriate to the nature of the Personal Information, as defined under the Maryland Personal Information Protection Act, disclosed; and (ii) reasonably designed to help protect the Personal Information from unauthorized access, use, modification, disclosure, or destruction.

Special Conditions

Grantee agrees to recognize Enterprise as a funding partner in the proposed project and shall favorably acknowledge Enterprise as a funder in all media publications relating to the project.

Federal Provisions for Grants

ADMINISTRATIVE REQUIREMENTS

Pursuant to the Federal Grant Agreement, this contract shall be governed by OMB Circular A-110 (Uniform Administrative Requirements) as implemented at 24 CFR part 84; OMB Circular A-122 (Cost Principles for Nonprofit Organizations); OMB Circular A-133 (Audits of Institutions of Higher Education and Other Nonprofit Institutions) and Federal Acquisition Regulations at 48 CFR part 31.2 (for Commercial/For-profits).

The above OMB Circulars can be found on the internet at: www.whitehouse.gov/omb/circulars/index.html. The Code of Federal Regulations (CFR) can be found at: www.gpo.gov/fdsys/.

ALLOWABLE COSTS

The Grantee will be paid only for allowable, allocable and reasonable costs incurred in the performance of this award in accordance with the federal cost principles of OMB Circular A-122 (for Non-profits), OMB Circular A-87 (for State, Local & Indian Tribal Governments), OMB Circular A-21 (for Educational Institutions) and Federal Acquisition Regulations at 48 CFR part 31.2 (for Commercial/For-profits).

REPORTS

With final disbursement of Grant Proceeds, Grantee shall furnish the following reports to Enterprise: (i) all close out documents; and (ii) any other reports that are required.

FLOW DOWN PROVISIONS

Grantee is required, to the extent feasible, to include provisions to carry out the purpose of the HUD Grant Agreement in all contracts of employment with persons who perform any part of the work under this grant, and with all subcontractors or other persons or organizations participating in any part of the work under this grant.

AUTHORIZED USES OF GRANT PROCEEDS

Grantee agrees to use the Grant Proceeds to satisfy Allowable Costs only for the activities specified in the Work Plan, consistent with this Agreement and any applicable HUD regulations. The Work Plan may be modified only by an amendment to this Agreement executed by Enterprise and Grantee. Grantee agrees not to commingle the Grant Proceeds with any other existing or future operating accounts. Grantee further agrees that the Grant Proceeds shall not be used as a match for other federal funds.

ENVIRONMENTAL REVIEW

In accordance with 24 CFR 50.3(h), no commitment or expenditure of HUD or local funds to a HUD-assisted project may be made until HUD has completed an environmental review to the extent required under applicable regulations and has given notification of its approval in accordance with 24 CFR 50.3(h).

PROGRAM INCOME

To the extent applicable, Grantee shall comply with the requirements and standards for program income as contained in 24 CFR 84.24. In addition, any program income derived as a result of the Grant shall be used to further eligible activities under the Grant.

DEFINITIONS

The term "Official Products of Work" includes, among other items, (1) all semi-annual, annual and interim progress and financial reports; and (2) all physical materials and products produced directly under the Federal Grant Agreement.

DELIVERABLE PRODUCTS

Grantee shall timely submit all required reports and other documentation to enable Enterprise to comply with its reporting requirements under the Federal Grant Agreement including any required close out documents. Failure to submit required reports on time may jeopardize funding under the Federal Grant Agreement and therefore funding under the Grant.

INSPECTION AND ACCEPTANCE

Inspection, review, correction and acceptance of all Official Products of Work shall be conducted in accordance with the HUD Grant Agreement. Grantee shall make corrections or revisions recommended by Enterprise and shall return revised copies of materials within required time frames. Such review, correction and acceptance shall generally be limited to (1) corrections of omissions or errors of fact, methodology or analysis; (2) deletion of irrelevant materials; and (3) improvements to style and readability. Enterprise shall not require changes to stated views, opinions or conclusions.

COPYRIGHT

In accordance with 24 CFR Parts 84.36 and 85.34, Grantee may copyright any work that is subject to copyright and was developed, or for which ownership was purchased, in connection with the Prime Grant, this Agreement or the Work Plan. Grantee hereby agrees and acknowledges that Enterprise and/or HUD (on behalf of the Federal government) has reserved a royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, the copyright in any work produced in connection with the Prime Grant, this Agreement or the Work Plan.

APPLICABILITY TO SUBRECIPIENTS, CONTRACTORS AND BORROWERS

Where performance of the Work Plan is to be carried out by any subrecipient, contractor or borrower of Grantee, all provisions of this Agreement shall be made binding on such subrecipient, contractor or borrower by Grantee. This shall be accomplished by a written agreement or contract between Grantee and any subrecipient, contractor or borrower, which shall include, among other things, the certifications set forth under Certifications and Assurances in this document.

SALARY LIMITATION FOR SUBRECIPIENTS, CONTRACTORS AND BORROWERS FUNDED WITH HUD DOLLARS

Funds may not be used to pay or to provide reimbursement for payment of the salary of a consultant at a rate more than the equivalent of General Schedule 15, Step 10, base rate plus locality pay in accordance with Office of Personnel Management pay scales posted at:

<http://www.opm.gov/oca/11tables/IndexGS.asp>.

PUBLICATIONS AND NEWS RELEASES

- a. The results of work conducted under the HUD Grant Agreement are planned to be made available to the public through dedication, assignment by HUD, or other means as HUD or Enterprise shall determine.
- b. All interim and final reports and information, data analyses, special methodology, findings, and their related documents and work products, including reports, work sheets, survey instruments, computer tapes and any other Official Products of Work are owned by HUD and held for the benefit of the public.
- c. Official Products of Work, quotations therefrom, paraphrasing or interim findings may not be published without the approval of HUD's Government Technical Representative ("GTR") and Enterprise for a period of sixty (60) days after acceptance. Thereafter, Grantee shall be free to publish without HUD or Enterprise approval.
- d. All Official Products of Work, or any part thereof, and any special products arising from the HUD Grant Agreement, when published by Grantee or other participants in the work, shall contain the following acknowledgment and disclaimer:

The work that provided the basis for this publication was supported by funding under an award with the U.S. Department of Housing and Urban Development. The substance and findings of the work are dedicated to the public. The author and publisher are solely responsible for the accuracy of the statements and interpretations contained in this publication. Such interpretations do not necessarily reflect the views of HUD."

- e. Copies of all press releases, formal announcements, and other planned, written issuances containing news or information concerning work products or activities under the HUD Grant Agreement that may be made by Subcontractor or its staff, or any subcontractor or other person or organization participating in the work under the HUD Grant Agreement, shall be provided to Enterprise at least ten (10) days prior to the planned release and to the GTR at least seven (7) days prior to the planned release. News releases and other public announcements may not disclose any interim findings or quote or paraphrase any part of any Official Product of Work without complying with the disclosure statement requirements of the paragraph above. All press releases or public issuances made during the term of the Subcontract must be reviewed and approved by Enterprise and the GTR prior to release. Enterprise, in its sole discretion, may direct Subcontractor not to release such information.

RIGHT TO AUDIT AND DISALLOW OR RECOVER EXPENDITURES

Enterprise, HUD, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers and records of the Grantee which are directly pertinent to the project for the purpose of making audits, examinations, excerpts and transcriptions. Enterprise reserves the right to seek from the Grantee recovery of any expenditures found unallowable under the cost principles found in OMB Circular A-122 (for Non-profits), OMB Circular A-87 (for State, Local & Indian Tribal Governments), OMB Circular A-21 (for Educational Institutions) and Federal Acquisition Regulations at 48 CFR part 31.2 (for Commercial/For-profits) or the provisions of the HUD Grant Agreement, based upon the final audit or any other special audits.

RELOCATION

The Uniform Relocation Act applies to anyone who is displaced as a result of acquisition, rehabilitation, or demolition for a HUD-assisted activity.

DAVIS-BACON ACT

Davis-Bacon Act - Assistance provided under this Agreement that is more than \$2,000.00, shall comply with the Davis-Bacon Act, 40 U.S.C. 276a to 276a-5, and applicable regulations of the Department of Labor under 29 CFR Part 5, requiring the payment of wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor.

CERTIFICATIONS AND ASSURANCES

By signing this award document Grantee certifies the following:

Certification Regarding Debarment and Suspension: Grantee certifies to the best of its knowledge that it, or any of its principal employees and officers:

1. Are not presently, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
2. Within a three year period preceding this Grant, have not been: convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or Subcontract under a public transaction; or in violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph two of this certification; and
4. Within a three year period preceding this Grant, have not had one or more public (federal, state or local) transactions terminated for cause or default.

Certification of Payments to Influence Federal Transactions/Lobbying:

1. Grantee shall comply with all requirements of Section 319 of the Department of the Interior and Related Agencies Appropriation Act for the Fiscal Year 1991, 31 U.S.C. 1352 (the Byrd Amendment) and to the provisions of the Lobbying Disclosure Act of 1995, P.L. 104-65 (December 19, 1995).
2. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal Subcontract, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, Subcontract, or cooperative agreement.
3. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Grant, the Grantee shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

Certification of Drug-Free Workplace Requirements:

Grantee certifies that as a condition of this award it will comply with the drug-free workplace requirements in accordance with the Drug-Free Workplace Act of 1988 (41 U.S.C. 701) and with HUD's rule at 24 CFR part 24, subpart F.

Certification Regarding Subcontract Compensation Rates:

1. The compensation rates, as provided by the Consultant to Grantee under this grant agreement, are the rates customarily charged to its clients, including for-profit organizations, and federal, State and local governments.
2. The compensation rates that the subcontractor charges its clients for federal activities are the same compensation rates that the subcontractor charges its clients for similar work on non-federal activities.

Nondiscrimination Requirements. Grantee certifies compliance with the following:

1. Federal Executive Order 11246, as amended by Executive Order 11375, relating to Equal Employment Opportunity
2. 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor"
3. Title IV and Title VII of the Civil Rights Act of 1974, as amended
4. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686)
5. Section 504 of the Rehabilitation Act of 1973, as amended
6. Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107)
7. Americans with Disabilities Act of 1990 (42 U.S.C. 1201 *et seq.*)

National Historic Preservation: When necessary, Grantee will assist Enterprise in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §§ 470, Executive Order 11593 and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 *et seq.*)

Fair Housing and Civil Rights Laws: Grantee certifies that it shall comply with all fair housing and civil rights laws, statutes, regulations and executive orders as enumerated in 24 CFR 5.105(a). Federally recognized Indian tribes must comply with the nondiscrimination provisions enumerated at 24 CFR 1003.601

Steps to Affirmatively Further Fair Housing. Grantee certifies that the project(s) to be developed through the use of the Subcontract are part of the specific steps Grantee is undertaking to remedy discrimination in housing and to promote fair housing rights and fair housing choice.

Lead-Based Paint Provisions. Grantee certifies that it shall comply with the applicable lead-based paint provisions of 24 CFR part 35, including subparts J and K.

Section 3. Grantee certifies that it shall comply with Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u) and HUD's implementing regulations at 24 CFR part 135, which require that, to the greatest extent feasible, opportunities for training and employment be given to low-income persons residing within the unit of local government for the metropolitan area (or nonmetropolitan county) in which the project is located.

FURTHER ASSURANCES

Grantee agrees that it will, from time to time, execute and deliver, or cause to be executed and delivered, such amendment to the Grant Documents and such further materials, documents and instruments as may be required by Enterprise or HUD to comply with any existing or future federal regulations, directives, policies, procedures and other requirements, or further the general purposes of the Grant.

ORDER OF PRECEDENCE

In the event of any inconsistency among the provisions of this Grant, the following order of precedence shall apply:

- a) the HUD Grant Agreement
- b) Uniform Administrative Requirements of 24 CFR part 84, 48 CFR part 31.2, OMB Circulars A-122, A-87, A-21 and A-133,
- c) the Grant Agreement

As the official authorized to sign on behalf of Grantee, I bind the Grantee to the above agreements and hereby state that the above certifications are true and correct to the best of my knowledge and belief.

Grantee: LTBB Date: _____

Signature of Authorized Certifying Official: _____

Printed Name: Albert Colby, Jr. Title: Tribal Administrator

FEDERAL PROVISIONS

ADMINISTRATIVE REQUIREMENTS

Pursuant to the Federal Grant Agreement, this contract shall be governed by OMB Circular A-110 (Uniform Administrative Requirements) as implemented at 24 CFR part 84; OMB Circular A-122 (Cost Principles for Nonprofit Organizations); and OMB Circular A-133 (Audits of Institutions of Higher Education and Other Nonprofit Institutions) as implemented at 24 CFR part 45 and Federal Acquisition Regulations at 48 CFR part 31.2 (for Commercial/For-profits).

The above OMB Circulars can be found on the internet at: www.whitehouse.gov/omb/circulars. The Code of Federal Regulations (CFR) can be found at: www.gpoaccess.gov/cfr.

ALLOWABLE COSTS

The Subcontractor will be paid only for allowable, allocable and reasonable costs incurred in the performance of this award in accordance with the federal cost principles of OMB Circular A-122 (for Non-profits), OMB Circular A-87 (for State, Local & Indian Tribal Governments), OMB Circular A-21 (for Educational Institutions) and Federal Acquisition Regulations at 48 CFR part 31.2 (for Commercial/For-profits).

FLOW DOWN PROVISIONS

Subcontractor is required, to the extent feasible, to include provisions to carry out the purpose of the HUD Grant Agreement in all contracts of employment with persons who perform any part of the work under this Subcontract, and with all subcontractors or other persons or organizations participating in any part of the work under this Subcontract.

DEFINITIONS

The term "Official Products of Work" includes, among other items, (1) all semi-annual, annual and interim progress and financial reports; and (2) all physical materials and products produced directly under the Federal Grant Agreement.

DELIVERABLE PRODUCTS

Subcontractor shall timely submit all required reports and other documentation to enable Enterprise to comply with its reporting requirements under the Federal Grant Agreement. Failure to submit required reports on time may jeopardize funding under the Federal Grant Agreement and therefore funding under the Subcontract.

PUBLICATIONS AND NEWS RELEASES

- a. The results of work conducted under the HUD Grant Agreement are planned to be made available to the public through dedication, assignment by HUD, or other means as HUD or Enterprise shall determine.
- b. All interim and final reports and information, data analyses, special methodology, findings, and their related documents and work products, including reports, work sheets, survey instruments, computer tapes and any other Official Products of Work are owned by HUD and held for the benefit of the public.
- c. Official Products of Work, quotations therefrom, paraphrasing or interim findings may not be published without the approval of HUD's Government Technical Representative ("GTR") and Enterprise for a period of sixty (60) days after acceptance. Thereafter, Subcontractor shall be free to publish without HUD or Enterprise approval.
- d. All Official Products of Work, or any part thereof, and any special products arising from the HUD Grant Agreement, when published by Subcontractor or other participants in the work, shall contain the following acknowledgment and disclaimer:

The work that provided the basis for this publication was supported by funding under an award with the U.S. Department of Housing and Urban Development. The substance and findings of the work are dedicated to the public. The author and publisher are solely responsible for the accuracy of the statements and interpretations contained in this publication. Such interpretations do not necessarily reflect the views of HUD."

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INSPECTION AND ACCEPTANCE

Inspection, review, correction and acceptance of all Official Products of Work shall be conducted in accordance with the HUD Grant Agreement. Subcontractor shall make corrections or revisions recommended by Enterprise and shall return revised copies of materials within required time frames. Such review, correction and acceptance shall generally be limited to (1) corrections of omissions or errors of

fact, methodology or analysis; (2) deletion of irrelevant materials; and (3) improvements to style and readability. Enterprise shall not require changes to stated views, opinions or conclusions.

RIGHT TO AUDIT AND DISALLOW OR RECOVER EXPENDITURES

Enterprise, HUD, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers and records of the Subcontractor which are directly pertinent to the project for the purpose of making audits, examinations, excerpts and transcriptions. Enterprise reserves the right to seek from the Subcontractor recovery of any expenditures found unallowable under the cost principles found in OMB Circular A-122 (for Non-profits), OMB Circular A-87 (for State, Local & Indian Tribal Governments), OMB Circular A-21 (for Educational Institutions) and Federal Acquisition Regulations at 48 CFR part 31.2 (for Commercial/For-profits) or the provisions of the HUD Grant Agreement, based upon the final audit or any other special audits.

PROGRAM INCOME

To the extent applicable, Subcontractor shall comply with the requirements and standards for program income as contained in 24 CFR 84.24. In addition, any program income derived as a result of the Subcontract shall be used to further eligible activities under the Subcontract.

ENVIRONMENTAL REVIEW

In accordance with 24 CFR 50.3(h), no commitment or expenditure of HUD or local funds to a HUD-assisted project may be made until HUD has completed an environmental review to the extent required under applicable regulations and has given notification of its approval in accordance with 24 CFR 50.3(h).

RELOCATION

The Uniform Relocation Act applies to anyone who is displaced as a result of acquisition, rehabilitation, or demolition for a HUD-assisted activity.

DAVIS - BACON ACT

Assistance provided under this Agreement that is more than \$2,000.00, shall comply with the Davis-Bacon Act, 40 U.S.C. 276a to 276a-5, and applicable regulations of the Department of Labor under 29 CFR Part 5, requiring the payment of wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor.

CERTIFICATIONS AND ASSURANCES

By signing this award document Subcontractor certifies the following:

Certification Regarding Debarment and Suspension: Subcontractor certifies to the best of its knowledge that it, or any of its principal employees and officers:

1. Are not presently, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
2. Within a three year period preceding this Subcontract, have not been: convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or Subcontract under a public transaction; or in violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph two of this certification; and
4. Within a three year period preceding this Subcontract, have not had one or more public (federal, state or local) transactions terminated for cause or default.

Certification of Payments to Influence Federal Transactions/Lobbying:

1. Subcontractor shall comply with all requirements of Section 319 of the Department of the Interior and Related Agencies Appropriation Act for the Fiscal Year 1991, 31 U.S.C. 1352 (the Byrd Amendment) and to the provisions of the Lobbying Disclosure Act of 1995, P.L. 104-65 (December 19, 1995).
2. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subcontractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal Subcontract, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, Subcontract, or cooperative agreement.
3. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Subcontract, the Subcontractor shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

Certification of Drug-Free Workplace Requirements:

Subcontractor certifies that as a condition of this award it will comply with the drug-free workplace requirements in accordance with the Drug-Free Workplace Act of 1988 (41 U.S.C. 701) and with HUD's rule at 24 CFR Part 21.

Certification Regarding Compensation Rates:

1. The compensation rates, as provided by the Consultant to Enterprise Community Partners, Inc., under this subcontract agreement, are the rates customarily charged to its clients, including for-profit organizations, and federal, State and local governments.
2. The compensation rates that the subcontractor charges its clients for federal activities are the same compensation rates that the subcontractor charges its clients for similar work on non-federal activities.

Nondiscrimination Requirements. Subcontractor certifies compliance with the following:

1. Federal Executive Order 11246, as amended by Executive Order 11375, relating to Equal Employment Opportunity
2. 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor"
3. Title IV and Title VII of the Civil Rights Act of 1974, as amended
4. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686)
5. Section 504 of the Rehabilitation Act of 1973, as amended
6. Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107)
7. Americans with Disabilities Act of 1990 (42 U.S.C. 1201 *et seq.*)

National Historic Preservation: When necessary, Subcontractor will assist Enterprise in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §§ 470, Executive Order 11593 and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 *et seq.*)

Fair Housing and Civil Rights Laws: Subcontractor certifies that it shall comply with all fair housing and civil rights laws, statutes, regulations and executive orders as enumerated in 24 CFR 5.105(a). Federally recognized Indian tribes must comply with the nondiscrimination provisions enumerated at 24 CFR 1003.601

Steps to Affirmatively Further Fair Housing. Subcontractor certifies that the project(s) to be developed through the use of the Subcontract are part of the specific steps Subcontractor is undertaking to remedy discrimination in housing and to promote fair housing rights and fair housing choice.

Lead-Based Paint Provisions. Subcontractor certifies that it shall comply with the applicable lead-based paint provisions of 24 CFR part 35, including subparts J and K.

Section 3. Subcontractor certifies that it shall comply with Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u) and HUD's implementing regulations at 24 CFR part 135, which require that, to the greatest extent feasible, opportunities for training and employment be given to low-income persons residing within the unit of local government for the metropolitan area (or non-metropolitan county) in which the project is located.

FURTHER ASSURANCES

Subcontractor agrees that it will, from time to time, execute and deliver, or cause to be executed and delivered, such amendment to the Subcontract Documents and such further materials, documents and instruments as may be required by Enterprise or HUD to comply with any existing or future federal regulations, directives, policies, procedures and other requirements, or further the general purposes of the Subcontract.

ORDER OF PRECEDENCE

In the event of any inconsistency among the provisions of this Subcontract, the following order of precedence shall apply:

- a) the HUD Grant Agreement
- b) Uniform Administrative Requirements of 24 CFR part 84, 48 CFR part 31.2, OMB Circulars A-122, A-87, A-21 and A-133,
- c) the Subcontract Documents.

As the official authorized to sign on behalf of Subcontractor, I bind the Subcontractor to the above agreements and hereby state that the above certifications are true and correct to the best of my knowledge and belief.

Subcontractor: _____ Date: _____

Signature of Authorized Certifying Official: _____

Printed Name: Albert Colby, Jr. Title: Tribal Administrator

LITTLE TRAVERSE BAY BANDS OF ODAWA INDIANS
7500 Odawa Circle
Harbor Springs, MI 49740

CERTIFIED MOTION # 012714-01

Approve the grant agreement with Enterprise Community Partners, Inc. to implement grant #13SG3184 including the limited waiver of sovereign immunity

WHEREAS the Waganakising Odawak, known in English as Little Traverse Bay Bands of Odawa Indians is a nation of citizens with inherent sovereignty and right to self-governance and;

WHEREAS the Little Traverse Bay Bands of Odawa Indians ("LTBB") is a federally recognized Indian Tribe under Public Law 103-324, and is a party to numerous Treaties with the United States the most recent of which being the Treaty of Washington of March 28, 1836 (7 Stat. 491) and the Treaty of Detroit of 1855 (11 Stat. 621);

WHEREAS the Little Traverse Bay Bands of Odawa Indians Tribal Council is the elected legislative body of the Tribe;

WHEREAS LTBB has been approved for funding from the U.S. Department of Housing and Urban Development through Enterprise Community Partners, Inc., for which the grant application was approved for submittal via Certified Motion #102112-02;

WHEREAS the Enterprise grant agreement includes the following language that will require a limited waiver of sovereign immunity: "This agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of Maryland, exclusive of its conflicts of law rules. Grantee agrees that any litigation shall be brought and prosecuted in any District or Circuit Court of Maryland, as appropriate, or Federal District Court, with venue in the United States Court for the District of Maryland, Baltimore Division and the Grantee consents to the in personam jurisdiction of such courts. The Grantee irrevocably waives any objection to, and any right of immunity from, the jurisdiction of such courts or the execution of judgments resulting therefrom, on the grounds of venue or the convenience of the forum."

WHEREAS the LTBB General Counsel suggests replacing the above paragraph in the grant agreement with the following language: "Grantee acknowledges that this grant award is taking place in the State of Maryland, and not within Grantee's Indian country. This Agreement shall be construed and enforced in

accordance with, and the rights of the parties shall be governed by, the laws of the State of Maryland, exclusive of its conflicts of law rules. Grantee agrees that any litigation shall be brought and prosecuted in any District or Circuit Court of Maryland, as appropriate, or Federal District Court, with venue in the United States Court for the District of Maryland, Baltimore Division and the Grantee consents to the in personam jurisdiction of such courts. The Grantee irrevocably waives any objection to, and any right of immunity from, the jurisdiction of such courts or the execution of judgments resulting therefrom, on the grounds of venue or the convenience of the forum. Provided, any monetary award against grantee cannot exceed the amount of funds actually provided to grantee under this grant."

THEREFORE, BE IT RESOLVED that the Tribal Council of the Little Traverse Bay Bands of Odawa Indians authorizes acceptance of the grant award with the above changes and hereby accepts a limited waiver of sovereign immunity.

FURTHER RESOLVED, that the LTBB Tribal Chairperson, Vice Chairperson, Tribal Administrator, or another designee from the Tribal Chairperson is authorized to execute any documents necessary to receive and administer funds under the grant.

CERTIFICATION

Received by the Executive Office on 2/27/14 by RO

The Executive concurs and recommend this action of the Tribal Council.

Date: 27 Jan 14

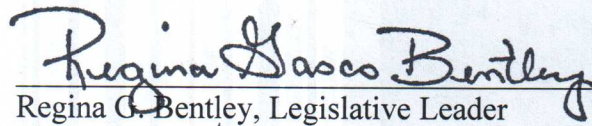
[Signature]

Executive, Tribal Chair/Vice Chair

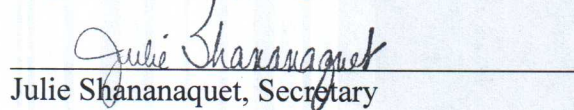
Received by the Legislative Office on 1.27.14 by [Signature]

As Tribal Council Legislative Leader and Tribal Council Secretary, we certify that this Certified Motion was duly approved by the Tribal Council of the Little Traverse Bay Bands of Odawa Indians by phone poll of the Tribal Council held January 27, 2014 at which a quorum was present, by a vote of 9 in favor, 0 opposed, 0 abstentions, 0 absent as recorded by this certification as an official action on behalf of Little Traverse Bay Bands of Odawa Indians.

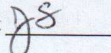
Date: 01-28-14


Regina C. Bentley, Legislative Leader

Date: 01-28-14


Julie Shananaquet, Secretary

Certified Motion # 012714-01 Approve the grant agreement with Enterprise Community Partners, Inc. to implement grant #13SG3184 including the limited waiver of sovereign immunity

Secretary Shananaquet 

Motion made by Secretary Shananaquet and supported by Councilor Wemigwase to accept Treasurer Reyes travel report to the Small Farm Conference in Acme, MI for February 2, 2014 with written report to follow.

Vote: 8 - Yes, 0 - No, 0 - Abstained, 1 - Absent (Councilor Keshick)

Motion carried.

Councilor Denemy (FYI) requested that Little Traverse Bay Bands give recognition to Tribal Citizen Youth for outstanding accomplishments and achievements.

Councilor Wemigwase (FYI) spoke on behalf of a Citizen requesting that our Tribe issue/sign a Declaration regarding the derogatory/racial statements made by L. Brooks-Patterson.

FYI - Councilor Law brought up issues discussed at the Natural Resource Department meeting.

Councilor Keshick submitted Enbridge Declaration for signature.

Motion made by Councilor Wemigwase and supported by Treasurer Reyes to accept the verbal reports of Councilor Denemy, Councilor Wemigwase, and Councilor Law as presented on February 2, 2014.

Vote: 8 - Yes, 0 - No, 0 - Abstained, 1 - Absent (Councilor Keshick)

Motion carried.

Agricultural Assessment Work Group - No report.

Land and Reservation Committee - No report.

Legal and Legislative Committee - No report.

Ethics Committee - No report.

2:18 p.m. Motion made by Councilor Wemigwase and supported by Councilor Law to go into closed session for legal matters as requested by the Tribal Chairman.

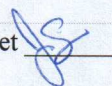
Vote: 8 - Yes, 0 - No, 0 - Abstained, 1 - Absent (Councilor Keshick)

Motion carried.

3:14 p.m. Motion made by Councilor Law and supported by Councilor Wemigwase to return to open session.

Vote: 8 - Yes, 0 - No, 0 - Abstained, 1 - Absent (Councilor Keshick)

Motion carried.



Motion made by Secretary Shananaquet and supported by Councilor Law to accept Treasury Director Garrow's verbal and written report for February 2, 2014.
Vote: 8 - Yes, 0 - No, 0 - Abstained, 1- Absent (Councilor Keshick)
Motion carried.

Motion made by Councilor Wemigwase and supported by Treasurer Reyes to accept Legislative Services Attorney Budnick verbal and written report for February 2, 2014.
Vote: 8 - Yes, 0 - No, 0 - Abstained, 1- Absent (Councilor Keshick)
Motion carried.

Motion made by Secretary Shananaquet and supported by Councilor Denemy to accept the Enjiinakneng verbal report as presented by General Counsel Bransky for February 2, 2014.
Vote: 8 - Yes, 0 - No, 0 - Abstained, 1- Absent (Councilor Keshick)
Motion carried.

Motion made by Secretary Shananaquet and supported by Treasurer Reyes to accept Legislative Office Manager LaCount's verbal and written report for February 2, 2014.
Vote: 8 - Yes, 0 - No, 0 - Abstained, 1- Absent (Councilor Keshick)
Motion carried.

Motion made by Councilor Wemigwase and supported by Councilor Law to approve Enrollment List A- Eligible for Citizenship dated January 30, 2014 for a total of 08.
Vote: 8- Yes, 0-No, 0-Abstained, 1- Absent (Councilor Keshick)
Motion carried.

Motion made by Councilor Wemigwase and supported by Councilor Naganashe to approve Enrollment List B - Declination Ineligible dated January 30, 2014 for a total of 02.
Vote: 8- Yes, 0-No, 0-Abstained, 1- Absent (Councilor Keshick)
Motion carried.

Motion made by Councilor Naganashe and supported by Treasurer Reyes to approve Enrollment List C - Relinquishment dated January 30, 2014 for a total of 01.
Vote: 8- Yes, 0-No, 0-Abstained, 1- Absent (Councilor Keshick)
Motion carried.

Motion made by Councilor Wemigwase and supported by Councilor Otto to accept the resignation letter from Ben Banfield from the Odawa Fishery, Inc. Corporate Charter Board.
Vote: 8- Yes, 0-No, 0-Abstained, 1- Absent (Councilor Keshick)
Motion carried.



Motion made by Councilor Law and supported by Councilor Naganashe to approve Certified Motion: Request for Trust Acquisition of Parcel in Emmet County, Petoskey, MI.

Vote: 8- Yes, 0-No, 0-Abstained, 1– Absent (Councilor Keshick)

Motion carried.

Motion made by Councilor Naganashe and supported by Councilor Wemigwase to approve Certified Motion: Request for Trust Acquisition of Parcel in Carp Lake Township, Emmet County, MI.

Vote: 8- Yes, 0-No, 0-Abstained, 1– Absent (Councilor Keshick)

Motion carried.

Motion made by Councilor Wemigwase and supported by Secretary Shananaquet to post Amendment to Waganakising Odawak Statute 2011-002 Medical Marijuana Patient Protection, to the Legislative Calendar as sponsored by Legislative Leader Gasco Bentley.

Vote: 8- Yes, 0-No, 0-Abstained, 1– Absent (Councilor Keshick)

Motion carried.

Motion made by Councilor Wemigwase and supported by Councilor Naganashe to approve Certified Motion: Certificate of Indian Tribal Entity and Limited Waiver of Sovereign Immunity for Wells Fargo Commercial Deposit Accounts and Treasury Management Services.

Vote: 8- Yes, 0-No, 0-Abstained, 1– Absent (Councilor Keshick)

Motion carried.

Motion made by Treasurer Reyes and supported by Councilor Denemy to approve Tribal Resolution: Authorizing Loan from Wells Fargo Bank, National Association and related Documents, Authorizing Tribal Appropriations for Payments of the Loan, Adopting Law Governing the Arbitration of Disputes related to the Loan, Adopting Law Regarding Security Interests and Addressing Related Matters.

Roll call: Councilor Denemy-yes, Councilor Keshick-absent, Councilor Law-yes, Councilor Naganashe-yes, Councilor Otto-yes, Councilor Wemigwase-yes, Treasurer Reyes-yes, Secretary Shananaquet-yes, Legislative Leader Gasco Bentley-yes

Motion carried.

3:54 p.m. Motion made by Councilor Denemy and supported by Councilor Wemigwase to adjourn.

Vote: 8 - Yes, 1- No (Councilor Otto), 0 - Abstained, 0 – Absent

Motion carried.



LITTLE TRAVERSE BAY BANDS OF ODAWA INDIANS

7500 Odawa Circle
Harbor Springs, MI 49740

CERTIFIED MOTION # 020214-01

**Request for Trust Acquisition of Parcel in Emmet County,
Petoskey, MI**

WHEREAS the Secretary of the Interior is generally authorized to accept land into trust for the Little Traverse Bay Bands of Odawa Indians ("LTBB" or "Tribe") under the Indian Reorganization Act, 25 U.S.C. § 465, as expressly made applicable to LTBB under 25 U.S.C. § 1300k-2(a), and specifically mandated to accept transfer of lands in trust for LTBB within Emmet and Charlevoix Counties, Michigan under 25 U.S.C. § 1300k-4(a);

WHEREAS the Little Traverse Bay Bands of Odawa Indians possesses clear title in fee by virtue of the warranty deed recorded at Liber 1144 Page 068, Emmet County Register of Deeds to the parcel in Petoskey, Emmet County, Michigan described therein as:

Lots 12 and 13, Block 7, Plat of the Map of Emmet City, according to the Plat hereof as recorded in Liber 1 of Plats, Page 10, Emmet County Records, commonly known as 414 Monroe Street, tax ID no. 52-19-06-127-082,

which description may be subject to technical correction during the trust application process;

WHEREAS LTBB desires to transfer title of this parcel from LTBB to the United States of America in trust for the Tribe;

WHEREAS although this acquisition is mandatory, for informational purposes LTBB notes that it intends to use the parcel for a daycare facility;

THEREFORE BE IT RESOLVED:

1. that the Little Traverse Bay Bands of Odawa Indians requests that the Secretary of the Interior accept the above described parcel in trust for the Little Traverse Bay Bands of Odawa Indians;
2. that the general counsel is directed to prepare the trust application and all supporting documentation, and the Executive Branch is authorized to take all

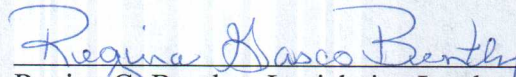
necessary steps to complete the trust acquisition, including but not limited to entering into an escrow agreement to guaranty payment of any taxes that may become due after the date of trust acceptance; and

3. that the Tribal Council Treasurer is authorized, by and on behalf of the Little Traverse Bay Bands of Odawa Indians, to execute a warranty deed for the parcel described above transferring title from the Tribe to the United States of America in trust for the Little Traverse Bay Bands of Odawa Indians.


CERTIFICATION

As Tribal Council Legislative Leader and Tribal Council Secretary, we certify that this Certified Motion was duly approved by the Tribal Council of the Little Traverse Bay Bands of Odawa Indians at a regular meeting of the Tribal Council held February 2, 2014 at which a quorum was present, by a vote of 8 in favor, 0 opposed, 0 abstentions, 1 absent as recorded by this certification as an official action on behalf of Little Traverse Bay Bands of Odawa Indians.

Date: 2-2-14


Regina G. Bentley, Legislative Leader

Date: 2-2-14


Julie Shananaquet, Secretary

LITTLE TRAVERSE BAY BANDS OF ODAWA INDIANS

7500 Odawa Circle
Harbor Springs, MI 49740

CERTIFIED MOTION # 020214-02

**Request for Trust Acquisition of Parcel in Carp Lake Township
Emmet County, MI**

WHEREAS the Secretary of the Interior is generally authorized to accept land into trust for the Little Traverse Bay Bands of Odawa Indians ("LTBB" or "Tribe") under the Indian Reorganization Act, 25 U.S.C. § 465, as expressly made applicable to LTBB under 25 U.S.C. § 1300k-2(a), and specifically mandated to accept transfer of lands in trust for LTBB within Emmet and Charlevoix Counties, Michigan under 25 U.S.C. § 1300k-4(a);

WHEREAS the Little Traverse Bay Bands of Odawa Indians possesses clear title in fee by virtue of the warranty deed recorded at Liber 1163 Page 080, Emmet County Register of Deeds to the parcel in described therein as:

Land situated in the Township of Carp Lake, County of Emmet, State of Michigan, described as follows:

Parcel 1

The East 1/2 of the Southeast 1/4 Section 8 Township 38 North, Range 4 West.

Parcel 2

The West: 1/2 of the Southwest 1/4 EXCEPT the East 858 feet of the South 330 feet thereof Section 9 Township 38 North, Range 4 West.

AND

The East 1/2 of the Southwest 1/4, Section 9, Township 38 North, Range 4 West.

AND

The West 1/2 of the Southeast 1/4 EXCEPT 417.6 feet East and West by 208.8 feet North and South in the Southeast corner thereof, Section 9, Township 38 North, Range 4 West.

Parcel 3

The West 132 feet of a parcel of land 858 feet East and West by 330 feet North and South located in the Southeast corner of the West 1/2 of the Southwest 1/4 of Section 9, Town 38 North, Range 4 West.

More commonly known as: 5055 Gill Road, Carp Lake, MI 49718,

Tax Parcel Nos: 24-03-06-09-300-004 and 24-03-06-09-300-001 and 24-03-06-08-400-002, which description may be subject to technical correction during the trust

application process;

WHEREAS LTBB desires to transfer title of this parcel from LTBB to the United States of America in trust for the Tribe;

WHEREAS although this acquisition is mandatory, for informational purposes LTBB notes that it intends to use the parcel for farming for economic development, and Tribal Citizens' subsistence and nutrition;

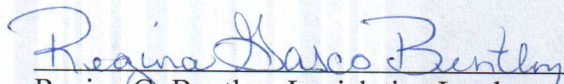
THEREFORE BE IT RESOLVED:

1. that the Little Traverse Bay Bands of Odawa Indians requests that the Secretary of the Interior accept the above described parcel in trust for the Little Traverse Bay Bands of Odawa Indians;
2. that the general counsel is directed to prepare the trust application and all supporting documentation, and the Executive Branch is authorized to take all necessary steps to complete the trust acquisition, including but not limited to entering into an escrow agreement to guaranty payment of any taxes that may become due after the date of trust acceptance; and
3. that the Tribal Council Treasurer is authorized, by and on behalf of the Little Traverse Bay Bands of Odawa Indians, to execute a warranty deed for the parcel described above transferring title from the Tribe to the United States of America in trust for the Little Traverse Bay Bands of Odawa Indians.

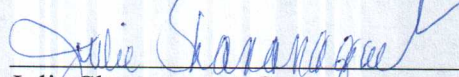
CERTIFICATION

As Tribal Council Legislative Leader and Tribal Council Secretary, we certify that this Certified Motion was duly approved by the Tribal Council of the Little Traverse Bay Bands of Odawa Indians at a regular meeting of the Tribal Council held February 2, 2014 at which a quorum was present, by a vote of 8 in favor, 0 opposed, 0 abstentions, 1 absent as recorded by this certification as an official action on behalf of Little Traverse Bay Bands of Odawa Indians.

Date: 2-2-14

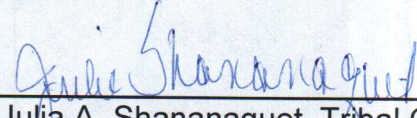

Regina G. Bentley, Legislative Leader

Date: 2-2-14


Julie Shananaquet, Secretary

Please contact the Legislative Office at 231-242-1403, 231-242-1404 or 231-242-1406 for additional updates and clarifications of these minutes as presented.

These Minutes have been read and approved as written:



Julia A. Shananaquet, Tribal Council Secretary

2-20-14

Date

